

# UNOFFICIAL COPY

THIS INSTRUMENT  
PREPARED BY:

Stewart J. Weiss  
Holland & Knight LLP  
131 S. Dearborn Street  
30th Floor  
Chicago, Illinois 60603



Doc#: 1419845073 Fee: \$52.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/17/2014 02:43 PM Pg: 1 of 8

AFTER RECORDING RETURN TO:  
Recorder's Box 337

*This space for recorder's use only*

**FIRST AMENDMENT TO  
SUBDIVISION AND DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
GREGORY C. HUGHES and BRIDGET B. HUGHES  
AND  
VILLAGE OF NORTHBROOK  
FOR  
2315 CATHERINE SUBDIVISION  
DATED AS OF JULY 9, 2014**

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## FIRST AMENDMENT TO SUBDIVISION AND DEVELOPMENT AGREEMENT FOR 2315 CATHERINE SUBDIVISION

**THIS FIRST AMENDMENT TO SUBDIVISION AND DEVELOPMENT AGREEMENT** is made as of the 9th day of July, 2014 and is by, between, and among the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation ("**Village**"), and **GREGORY C. HUGHES** and **BRIDGET B. HUGHES**, each an individual (collectively, "**Developer**").

**IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in this First Amendment, and pursuant to the Village's home rule powers, the parties hereto agree as follows:

### SECTION 1. RECITALS.<sup>1</sup>

A. On March 4, 2014, the Village and the Developer entered into that certain Subdivision and Development Agreement, which was recorded in the Office of the Cook County Recorder on May 6, 2014 as Doc. No. 1412634068 ("**Subdivision Agreement**"), pertaining to the parcel of real estate commonly known as 2315 Catherine Street, Northbrook, Illinois ("**Property**") which is legally described in **Exhibit A**.

B. The Subdivision Agreement requires the Developer to install and maintain certain improvements on the Property in conjunction with the development of a two lot residential subdivision ("**Improvements**").

C. On December 12, 2013, the Villages Board of Trustees adopted Resolution No. 2013-143 which granted the Developer waivers from (1) the requirement that it bury 235 lineal feet of utility lines on the Property; and (2) the requirement that it pay a fee-in-lieu of burial of the utility lines in the amount of \$23,500.

D. Section 12 of the Subdivision Agreement requires that all successors in interest to the Developer of the Property, or any portion thereof, are required to execute a Transferee Assumption Agreement accepting obligations under the Subdivision Agreement prior to taking title.

E. As of the effective date of this First Amendment, the Developer has completed the majority of its obligations under the Subdivision Agreement and now seeks to convey a portion of the Property ("**Lot 1**") to a third party ("**Purchaser**").

F. The Village is willing to amend the Subdivision Agreement to reflect the waivers granted by Resolution No. 2013-143 and to waive the requirement that the Purchaser execute a Transferee Assumption Agreement pursuant to the terms and conditions of this First Amendment.

<sup>1</sup> All capitalized words and phrases throughout this First Amendment have the meanings set forth in the recitals above and in Section 2 of the Agreement, except as otherwise expressly provided. If a word or phrase is not specifically defined in the Agreement, it has the meaning ascribed to it in either the Municipal Code or the Zoning Code.

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## **SECTION 2. UTILITY LINES.**

A. Pursuant to Resolution No. 2013-143, Section 5.A of the Subdivision Agreement is hereby amended to remove the burial of utilities lines from the Improvements.

B. Pursuant to Resolution No. 2013-143, Section 5.H of the Subdivision Agreement is hereby amended to waive the requirement that the Developer pay a fee-in-lieu for burial of utility lines.

## **SECTION 3. NATURE, SURVIVAL AND TRANSFER OF OBLIGATIONS.**

A. The Village shall, and does hereby, waive the requirement that the Purchaser execute a Transferee Assumption Agreement prior to taking title to Lot 1 of the Property and shall not consider the Purchaser's failure to do so a violation or default of the Developer's obligations under Section 12 of the Subdivision Agreement.

B. Notwithstanding the conveyance of Lot 1 to the Purchaser, the Developer acknowledges and agrees that it will remain responsible for all other obligations set forth in the Subdivision Agreement with regard to the entirety of the Property until such time as the Improvements are approved by the Village in accordance with the procedures set forth in the Subdivision Code.

## **SECTION 4. EFFECT.**

All terms, conditions and provisions of the Agreement not expressly amended or modified by this First Amendment shall remain unchanged and in full force and effect. To the extent that the terms and provisions of this First Amendment conflict with the Agreement, the terms and provisions of this First Amendment shall control.

## **SECTION 5. AUTHORITY TO EXECUTE.**

The Village hereby warrants and represents to the Developer that the persons executing this First Amendment on its behalf have been properly authorized to do so by the Corporate Authorities. The Developer hereby warrants and represents to the Village (i) that it is the record and beneficial owner of fee simple title to the Property; (ii) that no other person or entity has any legal, beneficial, or security interest in the Property; (iii) that it has the full and complete right, power and authority to enter into this First Amendment and to agree to the terms, provisions and conditions set forth in and to bind the Property as set forth in this First Amendment; (iv) that all legal actions needed to authorize the execution, delivery and performance of this First Amendment have been taken; and (v) that neither the execution of this First Amendment nor the performance of the obligations assumed by the Developer will (a) result in a breach or default under any agreement to which the Developer is a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Developer or the Property are subject.

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IN WITNESS WHEREOF, the parties hereto have affixed their signatures the date and year first above written.

VILLAGE OF NORTHBROOK, an Illinois home rule municipal corporation

DEVELOPER:

By: Sandra E. Sturm  
Its: Village President

Gregory C. Hughes  
[Signature]

ATTEST:

Bridget B. Hughes

By: [Signature]  
Its: Village Clerk

[Signature]



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## ACKNOWLEDGEMENTS

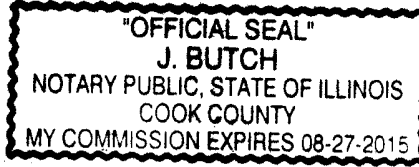
STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 15 day of July, 2014, by Sandra E. Frum, the Village President of the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation, and by Debra J. Ford, the Village Clerk of said municipal corporation.

  
\_\_\_\_\_  
Signature of Notary

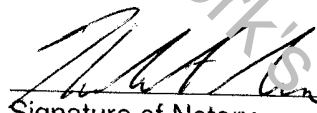
SEAL

My Commission expires: 8.27.15



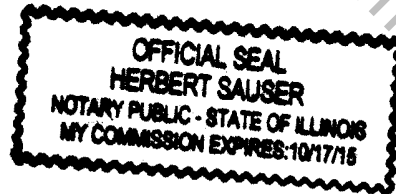
STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 10 day of JULY 2014, 2014 by **GREGORY C. HUGHES** and **BRIDGET B. HUGHES**

  
\_\_\_\_\_  
Signature of Notary

SEAL

My Commission expires: 10/17/15



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## EXHIBIT A

### LEGAL DESCRIPTION

Lots 1 and 2 in Hughes Resubdivision Number Two being a resubdivision of Lot 1 in Hughes Resubdivision in the North half of the Southeast quarter of Section 9, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, according to the plat of said Hughes Resubdivision thereof recorded on April 24, 2013 in the office of the Cook County Recorder as Document Number 1311429069.

Commonly known as 2315 Catherine Street, Northbrook, Illinois 60062

P.I.N.s: 04-09-405-005-0000 (Partial)  
04-09-405-020-0000

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## Resolution 2014-89

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

### A Resolution Approving a First Amendment to Subdivision and Development Agreement for 2315 Catherine Street

is hereby adopted, as follows:

Section 1. Recitals.

Greg C. Hughes and Bridget B. Hughes, (collectively, "*Developer*") are the owners of the property commonly known as 2315 Catherine Street ("*Property*") and propose to develop a two (2) lot single-family subdivision on the Property. The Property is located in the R-5 Single Family Residential District.

On December 12, 2013, the Villages Board of Trustees adopted Resolution No. 2013-143 which granted the Developer waivers from (1) the requirement that it bury 235 lineal feet of utility lines on the Property; and (2) the requirement that it pay a fee-in-lieu of burial of the utility lines in the amount of \$23,500.

On March 4, 2014, the Village and the Developer entered into that certain Subdivision and Development Agreement, which was recorded in the Office of the Cook County Recorder on May 6, 2014 as Doc. No. 1412634068 ("*Subdivision Agreement*"), pertaining to the Property.

The Subdivision Agreement requires the Developer to install and maintain certain improvements on the Property ("*Improvements*"). Section 12 of the Subdivision Agreement requires that all successors in interest to the Developer of the Property, or any portion thereof, are required to execute a Transferee Assumption Agreement accepting obligations under the Subdivision Agreement prior to taking title.

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The Developer has completed the majority of its obligations under the Subdivision Agreement and now seeks to convey a portion of the Property to a third party ("**Purchaser**"). The Village is willing to amend the Subdivision Agreement to reflect the waivers granted by Resolution No. 2013-143 and to waive the requirement that the Purchaser execute a Transferee Assumption Agreement pursuant to certain conditions set forth in a First Amendment to the Subdivision Agreement ("**First Amendment**").

The President and Board of Trustees have considered the First Amendment and find and determine that it is in the best interest of the Village and the public to approve the First Amendment. These matters pertain to the Village's government and affairs and are approved pursuant to the Village's home rule powers under the Illinois Constitution of 1970.

Section 2. Approval of First Amendment.

The First Amendment to the Subdivision Agreement by and between the Village and the Developer shall be, and is hereby, approved in substantially the form attached hereto as **Exhibit A**.

Section 3. Execution of First Amendment.

The Village President and Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the First Amendment upon receipt of at least three copies fully executed by the Developer; provided, however, that if such executed copies of the First Amendment are not received by the Village Clerk within 10 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the President and Board of Trustees, be null and void.

Section 4. Recordation of First Amendment.

The Village Manager is hereby directed to record the First Amendment with the Office of the Cook County Recorder upon satisfactory completion of all administrative details relating thereto.

Section 5. Effective Date

The approval of this Resolution shall be effective following approval by a majority of the corporate authorities in the manner required by law.

Adopted: 7/8/2014

**RESULT:** ADOPTED BY CONSENT VOTE [UNANIMOUS]  
**MOVER:** James Karagianis, Trustee  
**SECONDER:** Todd Heller, Trustee  
**AYES:** Karagianis, Scolaro, Heller, Ciesla, Israel, Frum  
**ABSENT:** A.C. Buehler

ATTEST:

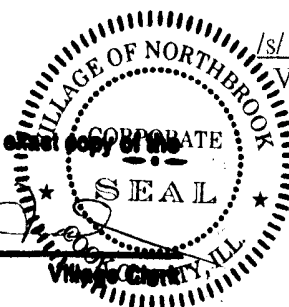
/s/ Debra J. Ford  
 Village Clerk

I hereby certify this to be a true and exact copy of the original

7-15-14

Date

Sandra E. Frum



/s/ Sandra E. Frum  
 Village President